EMERGENCY RESOLUTION NO. 67–2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE CONSTRUCTION OF A 2.3 MILE LONG TRAIL ALONG THE GREAT MIAMI RIVER ASSOCIATED WITH THE CLEAN OHIO TRAILS FUNDS AWARDED AND DECLARING AN EMERGENCY.

WHEREAS, the City received grant funds in the amount of $500,000 for the Great Miami River Trail Project; and

WHEREAS, in connection with said grant received from the Ohio Department of Natural Resources Clean Ohio Trails Fund, certain terms and conditions must be agreed upon.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the Ohio Department of Natural Resources for the construction of a 2.3 mile long trail along the Great Miami River. The terms and conditions of said agreement are set forth in Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that City Council desires to authorize said agreement to remain within the timeframe set forth by the Ohio Department of Transportation. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: October 13, 2020

ATTEST:

Clerk of Council

APPROVED:

Jason Trentz

Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council
City of Monroe, Ohio

Exhibit "1" E Res No. 67-2020

CLEAN OHIO TRAIL FUND
ODNR/LOCAL PROJECT AGREEMENT

Through this Clean Ohio Trail Fund ODNR/Local Project Agreement (the "Agreement"), entered under the authority of Ohio Revised Code Section 1519.05, ODNR of Ohio, represented by the Ohio Department of Natural Resources ("ODNR"), and **City of Monroe** ("Grantee") agree to the planning, development, acquisition, construction and/or maintenance of a Clean Ohio Trail Project (the "Project") on the property or facilities (the "Property") described as follows:

Project Title: Great Miami River Trail

Total Project Cost: $1,300,000

Total Funding Assistance: $500,000

Total Local Contribution: $800,000

Location of Project/Property: 5649 Ohio State Route 4-Monroe, Ohio.

Description of Project: This project will complete a 2.25 mile section of the Great Miami River Trail through the City of Monroe. The trail will be a paved, 10-foot-wide multi-use path that borders the Great Miami River.

1. NOTICES. All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) successfully sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:	(b) with respect to Grantee:
Ohio Department of Natural Resources Office of Real Estate and Land Management 2045 Morse Road, E2 Columbus, Ohio 43229 Attn: Recreation Services Administration	City of Monroe 233 South Main Street, P.O. Box 330 Monroe, Ohio 45050 Attn: Kevin Chesar Director of Development

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

2. **PERFORMANCE OF PROJECT**. The Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, incorporated herein by reference as though fully, set out herein, and as well as the terms set forth in this Agreement. Grantee shall: (1) promptly submit to ODNR, such reports and documents as ODNR may request; (2) report any and all income obtained on the Property during the Project; (3) operate, maintain, and keep the Property for public recreation; (4) not change the use of the Property unless a proposed change is approved by ODNR; and (5) display a suitable sign acknowledging the Clean Ohio Trail Fund assistance.

3. **COMMENCEMENT AND TERMINATION.** The Project shall commence on the earlier of the date that this Agreement is signed by an authorized official of ODNR or the date that a waiver of retroactivity is granted by ODNR (the earlier of the two dates shall be referred to as the "Effective Date"), and shall terminate on **January 31, 2022** or the date the Project is otherwise terminated by action of ODNR (the "Termination Date"). If Grantee fails to pursue performance of the Project within a reasonable period of time, ODNR, in the exercise of its sole discretion may terminate the Project. The period of time between the Effective Date and the Termination Date shall be referred to herein as the "Project Period." The parties, by mutual written consent, may agree to extend the Termination Date, but in no event shall the Termination Date be more than fifteen (15) months after the Effective Date.

4. **FUNDING ASSISTANCE**. ODNR hereby agrees to (1) obligate Grantee funding assistance **not to exceed $500,000 .00** from ODNR fiscal allocations made available under the provisions of the Clean Ohio Trail Fund and Am. Sub. H. B. 3 (O.R.C. 1519.05); (2) upon receipt of acceptable proof of actual eligible costs incurred by Grantee in performing this Agreement, reimburse Grantee eligible costs equal to no more than seventy-five percent (75%) of such eligible costs.

5. **OBM CERTIFICATION OF FUNDS.** Funds for the Project have been released by the Controlling Board as of December 3, 2018 and encumbered by Contract Encumbrance Record Number **0000041240** and were so certified by the Director of Budget and Management on December 4, 2018. Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

6. **COMPLIANCE WITH GUIDELINES.** ODNR and Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR and the guidelines set forth in the Clean Ohio Trail Fund Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying with such requirements may result in the termination of this Agreement. In the event of termination, all unused funds shall be retained by ODNR. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Project Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.

7. COMPLIANCE WITH LAW. Grantee shall comply with all applicable federal, ODNR, and local laws in the conduct of the work hereunder. Grantee and its employees are not employees of ODNR with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and ODNR revenue and tax laws. Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, ODNR, and local taxes and shall not be liable for any taxes under this Agreement.

8. NO RESTRICTIONS OF RECORD. Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as described in Exhibit A (the Boundary Map) attached hereto, on which the Project will be located. Grantee represents that it is the fee simple owner of the Property, or has a lease or easement with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A,

9. USE OF PROPERTY. The Property shall be retained and used only for public recreation purposes. The Property shall be kept open for the general public's use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the Property. The use of the Property shall not be changed from that approved when Clean Ohio Trail Fund assistance was obtained without prior written approval from ODNR. During the term of the bonds issued to provide funds for the Clean Ohio Trails Fund, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Section 21, Article VIII of the Ohio Constitution

10. MAINTENANCE OF PROPERTY. The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities shall be maintained to comply with applicable ODNR and local health standards. Buildings, recreation and support facilities, and other improvements shall be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.

11. ACCESSIBILITY. Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require any facility on the Property to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor.

12. USER FEES. User fees charged for the Property, if any, shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the Project site shall be returned to the public in the form of expanded facilities or services at the funded site.

13. SIGN. A Clean Ohio Trails Fund acknowledgment sign shall be prominently displayed at the Property or facilities on the Property.

14. QUALIFICATION TO RECEIVE GRANT. Grantee affirms that it duly organized local political subdivision or nonprofit organization, qualified to receive grants under the Clean Ohio Trail Fund. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the Clean Ohio Trail Fund, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

15. PLANS; BIDDING. If the Project requires plans and specifications, all construction plans and specifications shall be approved and stamped by a registered professional engineer and/or architect. Grantee shall require completion of the work in accordance with the approved construction plans and specifications. Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

16. DISCRIMINATION PROHIBITED. Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, handicap, military status, age or ancestry.

17. RELOCATION ASSISTANCE. Grantee shall comply with the terms of Ohio Revised Code Chap. 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for the Property to be developed with assistance under this Agreement.

18. RELATIONSHIP OF THE PARTIES.

A. Expenses. Grantee shall be responsible for all its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

B. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.

C. No Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

19. INDEPENDENT CONTRACTOR. Grantee is an independent contractor as defined by the Internal Revenue Code. If Grantee is a Public Employees Retirement System (PERS) retirant, as defined by R.C. § 145.38, Grantee shall notify ODNR of such status in writing prior to the commencement of the Project. Notices pursuant to this Paragraph IV shall be sent to ODNR's Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, Ohio 43229, by fax at (614) 265-7995, or by email at **HR@dnr.ODNR.oh.us**. ODNR shall not be responsible for any changes to Grantee's retirement benefits that may result from entering into this Agreement nor shall ODNR make any contributions to the PERS on behalf of any of the individuals employed by Grantee, or its contractors or other agents. Grantee acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of R.C. Chapter 145. Grantee certifies that it is a business entity with five or more employees as defined at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that Grantee has completed the necessary forms and returned it to ODNR of Ohio if Grantee is an employer with no more than four (4) employees.

20. DRUG-FREE WORKPLACE. Grantee shall comply with all applicable ODNR and federal laws regarding drug-free workplace. Grantee shall make a good faith effort to ensure that all of Grantee's employees, while working on the Property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. PREVAILING WAGE. Grantee shall comply with the prevailing wage requirements, as may be applicable, described under R.C. Chapter 4115. Grantee shall pay to laborers and mechanics performing work under this Agreement the prevailing wage rates of the locality where the work shall be performed, as determined by the Ohio Department of Commerce, Division of Industrial Compliance, Wage and Hour Bureau. Grantee shall submit payroll reports to the Ohio Department of Commerce that are certified by it that the payroll is correct and complete, and the wage rates shown are not less than those required by this Agreement. Grantee is responsible for submitting payroll reports of subcontractors to the appropriate Ohio regulatory agency.

22. SELF-INSURANCE. ODNR is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.

23. LIABILITY FOR CLAIMS. Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. Grantee shall indemnify and hold ODNR and its officers, agents and employees harmless against any expenses (including attorney fees) and losses resulting from the publication of the content of the advertisements(s), including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

24. REPORTS AND RECORDS. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit. At any reasonable time, ODNR or its agents shall have the right to inspect the financial books and records relevant to the administration and operation of grant funds which shall be kept for three (3) years after the termination of this Agreement.

25. GRANTEE'S REPRESENTATIONS AND WARRANTIES

A. Ethics Compliance. Grantee, by signature on this document, certifies that Grantee: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

B. Legal Status. Grantee affirms that it has been properly formed, and properly exists, as a political subdivision or nonprofit organization in the State of Ohio. Grantee further represents and warrants that it has legal authority to undertake all requirements of this Agreement.

C. Campaign Contributions. Grantee hereby certifies that neither Grantee nor any of Grantee's officers, nor the spouse of any such person, has made contributions to the governor or the governor's campaign committees in excess of the limitations specified in Ohio Revised Code § 3517.13.

D. Findings for Recovery. Grantee affirmatively represents and warrants to ODNR that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken appropriate remedial steps required under Ohio Revised Code §9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery of said funds. Grantee warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code § 9.24.

E. Debarment. Grantee affirms that if at any time during the term of this Agreement Grantee becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State of Ohio, Grantee will immediately notify ODNR, in writing, and will immediately cease performance of the work. Failure to provide such notice in a timely fashion shall void this agreement and may be sufficient cause for ODNR to debar Grantee from future state contracting opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code §§ 153.02 or 125.25.

F. Boycotting. Pursuant to Ohio Revised Code §9.76, Grantee hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.

G. Offshore Goods and Services. Grantee affirms to have read and understands the terms of Executive Order No. 2019-12D issued by Ohio Governor Mike Dewine and has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order and Affirmation and Disclosure Form are available at the following website: https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d

26. TERMINATION BY ODNR. Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever upon written notification to the Grantee. If ODNR terminates this Agreement, the Grantee will be paid for any non-cancelable obligation properly incurred by the Grantee prior to termination. Grantee shall return any unused grants funds to ODNR within forty-five (45) days of termination.

27. TERMINATION BY GRANTEE. Grantee may, at any time after execution of this Agreement, terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall make a good-faith effort to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within forty-five (45) days of such termination.

28. BREACH; CURE; DAMAGES.

A. Notice of Breach. ODNR may, at any time after a breach, terminate this Agreement, upon written notice to Grantee. ODNR may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement.

B. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided ODNR in this Agreement, including, but not limited to, recovery of funds paid for goods or services Grantee receives in violation of Executive Order No. 2019-12D, costs associated with corrective action, and liquidated damages.

29. MISCELLANEOUS

A. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

B. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR. Any assignment or delegation not consented to may be deemed void by ODNR.

D. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

E. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

F. Entire Agreement. This Agreement, along with documents incorporated herein by reference, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements with respect to the subject matter hereof, whether written or oral, between the parties.

G. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

I. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ODNR:
Ohio Department of Natural Resources

_____

Mary Mertz, Director
Ohio Department of Natural Resources

Date: _____

GRANTEE
City of Monroe,

_____

By: _____
(Signed)

Title: _____

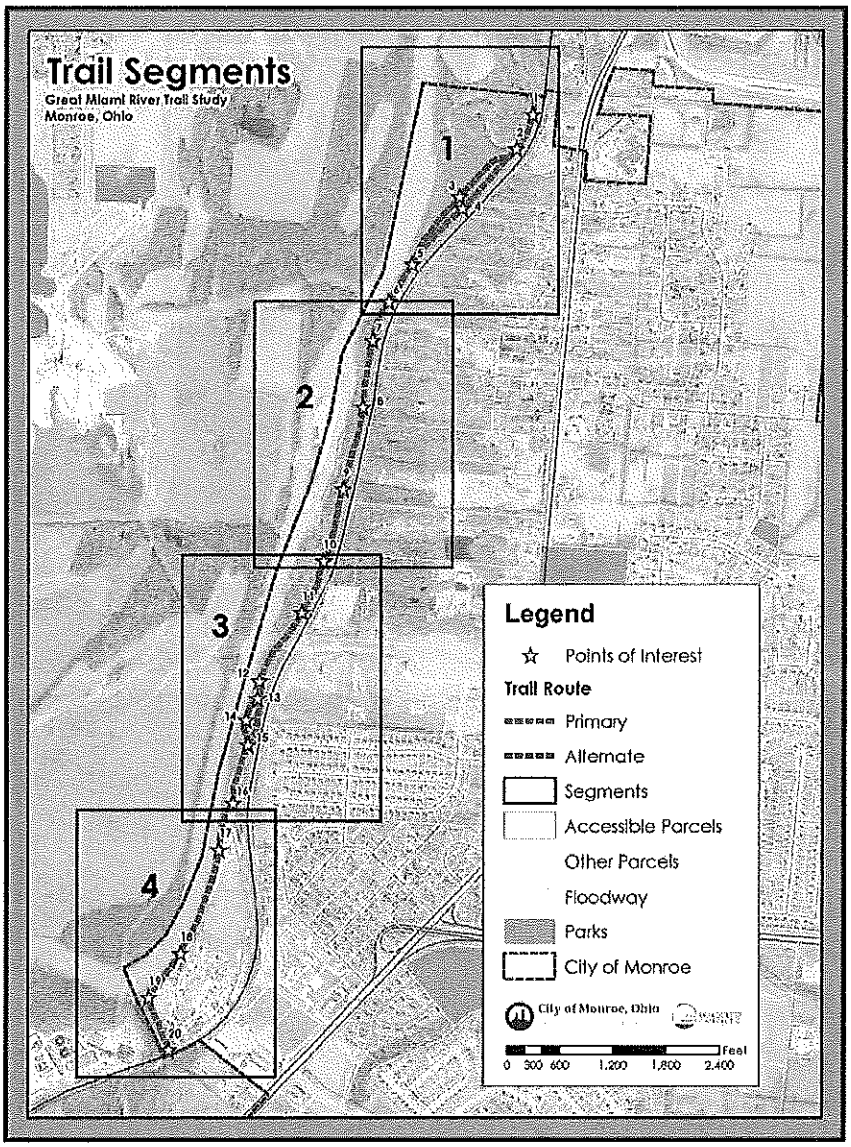

Exhibit A

TRAIL ROUTE OVERVIEW

4 Segments

Red = Primary Route

Blue = Alternate Route